

This instrument prepared by:

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*Increase of:*  
*\$213,207.66*

STATE OF ALABAMA           )  
                                      :  
SHELBY COUNTY                )

05/11/1992-7814  
08:06 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 333.95

**AMENDMENT TO  
REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

This Amendment to Real Estate Mortgage and Security Agreement (this "Amendment") is entered into this 17th day of April, 1992, by and between Roy T. Preston and his wife, Margie A. Preston as mortgagors ("Mortgagors"), and SouthTrust Bank of Alabama, National Association, a national banking association, as mortgagee ("Mortgagee").

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Real Estate Mortgage and Security Agreement dated the 29th day of March, 1989, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 234, Page 733 et. seq., (the "Mortgage"), Mortgagors have heretofore assigned, granted, bargained, sold and conveyed unto Mortgagee the "mortgaged property" (as defined in the Mortgage), as security for payment of a certain Promissory Note in the amount of \$500,000, dated March 29, 1989, executed by Mortgagors and payable to the order of Mortgagee, together with any renewals or extensions thereof (the "\$500,000 Note") and the interest thereon, and all other indebtedness (including future advances) thereafter owed by either or both of the Mortgagors to Mortgagee; and

WHEREAS, pursuant to that certain Amendment to Mortgage dated the 18th day of December, 1989, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 271, Page 107 et. seq., the Mortgagors and the Mortgagee amended the Mortgage to increase the amount secured by the Mortgage from the original \$500,000 to \$625,000, with such additional indebtedness being evidenced by a

certain Promissory Note in the principal amount of \$125,000.00 and dated December 14, 1989, executed by Mortgagors and payable to the order of Mortgagee, together with any renewals or extensions thereof (the "\$125,000 Note") and the interest thereon, and all other indebtedness (including future advances) thereafter owed by either or both of the Mortgagors to Mortgagee; and

WHEREAS, Mortgagors have requested that Mortgagee consolidate the obligations of Mortgagors to Mortgagee under (1) the \$500,000 Note, (2) the \$125,000 Note, and (3) certain additional notes executed by Mortgagors and payable to the order of Mortgagee, into two additional promissory notes to be given in extension and renewal of the obligations of the Mortgagors to Mortgagee, with such additional indebtedness and renewal and extension of the existing indebtedness to be evidenced by a Note, Security Agreement and Disclosure Statement in the principal sum of Four Hundred Thousand and No/100 Dollars (\$400,000.00), and an additional Note, Security Agreement and Disclosure Statement in the principal sum of Four Hundred Thirty-Eight Thousand Two Hundred Seven and 66/100 Dollars (\$438,207.66).

NOW, THEREFORE, in consideration of Mortgagee's agreement to extend and renew the indebtedness of Mortgagors to Mortgagee, and in order to induce Mortgagee to do so, Mortgagor and Mortgagee do hereby agree as follows:

1. The amount of indebtedness secured by the Mortgage is increased to the sum of Eight Hundred Thirty-Eight Thousand Two Hundred Seven and 66/100 Dollars (\$838,207.66), together with interest thereon, and any costs and expenses incurred in connection therewith, as evidenced by:

a. that certain Note, Security Agreement and Disclosure Statement in the principal sum of Four Hundred Thousand and No/100 Dollars (\$400,000.00) dated of even date herewith, executed by Mortgagors and payable to the order of Mortgagee, and bearing interest as provided in said note, including advances hereafter made, and any and all renewals, extensions, modifications, substitutions or increases of said note, or any part thereof; and

b. that certain Note, Security Agreement and Disclosure Statement in the principal sum of Four Hundred Thirty-Eight Thousand Two Hundred Seven and 66/100 Dollars (\$438,207.66) dated of even date herewith, executed by Mortgagors and payable to the order of Mortgagee, bearing interest as provided in said note, including advances hereafter made, and any and all renewals, extensions, modifications, substitutions or increases of said note, or any part thereof.

2. Except as expressly amended or modified herein, the Mortgage shall remain in full force and effect as originally executed, and as amended, prior to the date hereof, and the Mortgage is hereby confirmed and ratified in all respects.

IN WITNESS WHEREOF, the undersigned have hereunto set their signatures and seals as of the day and year first above written.

MORTGAGORS:

Roy T. Preston  
Roy T. Preston

Margie A. Preston  
Margie A. Preston

MORTGAGEE:

SOUTHTRUST BANK OF ALABAMA,  
NATIONAL ASSOCIATION

By: Jorris B. Morehead  
Its: Assistant Vice President

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, hereby certify that Roy T. Preston, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

A.D. 1992 Given under my hand and seal of office this 17<sup>th</sup> day of April,

[NOTARIAL SEAL]

Ellen Casey  
Notary Public  
My Commission expires February 11, 1994  
My commission expires: \_\_\_\_\_



STATE OF ALABAMA )  
:  
JEFFERSON COUNTY )

I, the undersigned, hereby certify that Margie A. Preston, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

A.D. 1992 Given under my hand and seal of office this 17<sup>th</sup> day of April,

[NOTARIAL SEAL]

Ellen Casey  
Notary Public  
My Commission expires February 11, 1994  
My commission expires: \_\_\_\_\_

STATE OF ALABAMA )  
:  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jarvis B. Morehead, whose name as Asst. Vice President of SouthTrust Bank of Alabama, National Association, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said association.

A.D. 1992 Given under my hand and seal of office this 17<sup>th</sup> day of April,

[NOTARIAL SEAL]

Ellen Casey  
Notary Public  
My Commission expires February 11, 1994  
My commission expires: \_\_\_\_\_